LILLIAN KOLLER DIRECTOR

HENRY OLIVA
DEPUTY DIRECTOR

### STATE OF HAWAII DEPARTMENT OF HUMAN SERVICES

Benefit, Employment and Support Service Division 820 Mililani Street, Suite 606 Honolulu, Hawaii 96813

October 6, 2005

#### **MEMORANDUM**

TO: All Interested Parties

FROM: Lillian Koller, Director

SUBJECT: REQUEST FOR PROPOSALS (RFP) Database Management and

Payment Services for Oral Health (Dental) Service Providers

The Department is seeking to purchase the service listed above and further described in the attached RFP.

The RFP provides information to assist applicants in the preparation of program plans and budget, including:

- 1. A description of the service sought;
- 2. Special requirements to be met by the provider;
- 3. The criteria by which qualifying proposals shall be reviewed/rated; and
- 4. The criteria for monitoring and evaluating the contract.

The RFP should be reviewed very closely, as all parts of the RFP must be addressed. An Informational meeting is scheduled on O'ahu on Tuesday November 1, 2005, 9:00 AM to 11:00 at the location and office shown above. For more information, please call 586-7095 or 586-0975.

The Department's FTW (First to Work) Program staff will be present at this session to review the RFP requirements and informally address questions you may have. In order for the proposal to be considered, all applicants are required to submit:

- 1. One (1) original and three (3) copies of the proposal, delivered to the above address.
- 2. Proposals must be received no later than 4:30 PM, (H.S.T.) on Thursday, December 1, 2005.

Proposal and accompanying materials not requested by the department or submitted after the deadline will not be accepted for consideration.

Attachments

#### PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

#### NUMBER OF COPIES TO BE SUBMITTED: 1 Original and 3 Copies

# ALL MAIL-INS MUST BE POSTMARKED BY UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN December 1, 2005

All Mail-ins

DHS RFP
COORDINATOR

Department of Human Julie Dennis

Services

Benefit, Employment and For further info. or inquiries

Support Services,

Employment and Child Care

**Program Office** 

820 Mililani Street, Suite 606 Phone: 586-7095 Honolulu, Hawaii 96813 Fax: 586-5744

ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITES UNTIL 4:30 P.M., Hawaii Standard Time (HST) December 1, 2005.

#### **Drop-off Site**

Department of Human Services Benefit, Employment and Support Services Office 820 Mililani Street, Suite 606 Honolulu, Hawaii

BE ADVISED: All mail-ins postmarked by USPS after December 1,

2005, will be rejected.

Hand deliveries will **not** be accepted after **4:30 p.m.**, **HST**, **December 1**, **2005** 

Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after **4:30 p.m.**, **HST**, **December 1**, **2005**.

# State of Hawaii Department of Human Services Benefit, Employment and Support Services Division Oahu Branch, Employment, and Child Care

**Program Office** 

## **Request for Proposals**

"Database Management and Payment Services for Oral Health (Dental) Services Providers"

RFP NUMBER: HMS-903-06-02-S

October 17, 2005

Note: RFP downloaded from lf this the State was Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an RFP Interest form may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

#### STATE OF HAWAII

# DEPARTMENT OF HUMAN SERVICES BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION HONOLULU, HAWAII

Legal Ad Date: October 13, 2005

**REQUEST FOR PROPOSALS** 

No. RFP-BESSD-HMS 903-06-02-S

**Competitive Sealed Proposals:** 

Database Management and Payment Services for Oral Health (Dental) Service Providers

For the Benefit, Employment and Support Services Division

Will be received up to 4:30 p.m. Hawaii Standard Time (H.S.T.)
On December 1, 2005
At the Department of Human Services
Benefit, Employment and Support Services Division Office
820 Mililani Street, Suite 606
Honolulu, Hawaii 96813

Questions relating to this solicitation may be directed to: Julie Dennis Telephone: (808) 586-7095

Fax: (808) 586-5744

Patricia Murakami, Administrator Department of Human Services Benefit, Employment and Support Services Division

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#### SECTION 10 ADMINISTRATIVE OVERVIEW

#### 10.100 Purpose of the Request for Proposal

The Department has found that dental services are frequently required to enable participants to achieve their employment objectives. Therefore, the Department has contracted with a Health Provider, to provide Oral Health (Dental) Services to adult recipients of Temporary Assistance to Needy Families (TANF), and Temporary Assistance to Other Needy Families (TAONF). Eligible individuals are participants who are actively participating in the State's work preparation programs such as First-to-Work (FTW), Up Front Universal Engagement (UFUE) Grant Diversion (GD) and Supported Empowerment Employment (SEE) Programs. The Department is looking for a fiscal agency to provide database management, input claims, consolidate monthly claim reports, and, process monthly payment information and payments for the Oral Health (Dental) Service Provider.

Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be part of the Contract with the successful Offeror.

The Department of Human Services (DHS) reserves the right to modify, amend, change, add, or delete any requirements in this RFP and the documentation library to serve the best interest of the State. If significant amendments are made to the RFP, interested parties shall be provided additional time to submit their proposals.

Funding source will be General Funds, funding amount not to exceed SEVENTY THOUSAND DOLLARS (\$70.000).

#### 10.200 Authority for Issuance of the RFP

This RFP is issued under the authority of Title IV of the Social Security Act, 42 USC Section 601-610, et. seq. as amended, the implementing regulations issued under the authority thereof, and the provisions of the Hawaii Revised Statutes (HRS) Title 9, Chapter 103D. All Offerors are charged with presumptive knowledge of all requirements cited by these provisions, and submission of a valid executed proposal by any Offeror shall constitute admission of such knowledge on the part of such Offeror. Failure to comply with any requirement may result in the rejection of the proposal. DHS reserves the right to reject any or all proposals received or to cancel this RFP, according to the best interest of the State.

#### 10.300 Issuing Officer

This RFP is issued by the State of Hawaii, Department of Human Services. The Issuing Officer within the DHS is the sole point of contact from the date of release of this RFP until the selection of a successful Offeror. The Issuing Officer is:

Patricia Murakami, Administrator
Department of Human Services/Benefit, Employment and Support
Services Division
820 Mililani Street, Suite 606
Honolulu, HI 96813

Telephone: (808) 586-5238

Fax: (808) 586-5229

#### 10.400 Use of SubOfferors

In the event of a proposal submitted jointly by more than one organization, one organization shall be designated as the prime Offeror and shall have responsibility for not less than 60 percent of the work to be performed. The project leader shall be an employee of the prime Offeror and meet all the relevant experiences. All other participants shall be designated as subOfferors. Major SubOfferors shall be identified by name, and by a description of the services/functions, they will be performing. The prime Offerors shall be wholly responsible for the entire performance whether or not subOfferorss are used. The prime Offeror shall sign the Contract with DHS.

#### 10.500 Organization of the RFP

This RFP is composed of eight sections plus appendices:

- 1. <u>Section 10 Administrative Overview</u> Provides general information on the purpose of the RFP, the authorities relating to the issuance of the RFP and the organization of the RFP.
- 2. <u>Section 20 RFP Schedule and Procurement Requirements</u> Provides information on the rules and schedules for procurement of this RFP.
- 3. <u>Section 30 Overview</u> Describes the purpose or need of the services.
- 4. <u>Section 40 Provision of Services</u>- Provides information on the services to be provided under the Contract.
- 5. <u>Section 50 Terms and Conditions</u> Describes the terms and conditions under which the work shall be performed.

- 6. <u>Section 60 Technical Proposal</u> Defines the technical proposal and the minimum information to be provided in the proposal.
- 7. <u>Section 70 Business Cost Proposal</u> Defines the required format of the business proposal and the minimum information to be provided in the proposal.
- 8. <u>Section 80 Evaluation and Price Analysis</u> Defines the evaluation criteria and explains the evaluation process.

Various appendices are included to support the information presented in Sections 10 through 80.

Offerors are advised that the entire RFP, any addenda, and the corresponding proposal shall be a part of the Contract with the successful Offerors.

#### SECTION 20 RFP SCHEDULE AND PROCUREMENT REQUIREMENTS

#### 20.100 RFP Timeline

The delivery schedule set forth herein represents the DHS's best estimate of the schedule that will be followed. If a component of this schedule, such as Proposals Due date, is delayed, the rest of the schedule will likely be shifted by the same number of days. The proposed schedule is as follows:

Legal Ad Date/Issue RFP October 17, 2005

Submission of written questions

and Notice of Intent to Propose October 24, 2005

Written responses to questions October 28, 2005

RFP Orientation Session November 1, 2005

Receipt of Proposals December 1,2005

RFP Award January 1, 2006

Implementation April 1, 2006

Orientation for applicants in reference to the request for proposal will be held as follows:

Date: November 1, 2005 Time: 9:00 am - 11:00 am Location: 820 Mililani Street, 6<sup>th</sup> Floor Conference Room 2,

Honolulu, HI 96813

#### 20.200 Procurement Rules

This RFP and any Contract awarded pursuant to this RFP shall be subject to HRS chapter 103D and the administrative rules adopted thereunder at Hawaii Administrative Rules (HAR), chapter 3-120, et seq. (hereinafter "the Procurement Rules"). This is a competitive sealed proposal procured under HRS section 103D-303 and the HAR chapter 3-122, subchapter 6. The award will be made to the Offerors with the highest combined score of technical and price.

#### 20.300 Public Notice

A public notice for these services was issued on the internet at <a href="http://www2.state.hi.us/bidapps/">http://www2.state.hi.us/bidapps/</a> on (October 17, 2005 in accordance with HAR 3-122-24).

#### **20.400** Written Questions

Offerors shall submit questions in writing and/or on diskette in Word 2002 format, or lower to the following address:

Ms. Patricia Murakami C/o Julie Dennis DHS/Benefit, Employment, and Support Services Office 820 Mililani Street, Suite 606 Honolulu, Hawaii 96813 Fax: (808) 586-5744

The written questions shall reference the RFP section, page and paragraph number. Offerors must submit written questions by 2:00 p.m. (H.S.T.) on October 24, 2005. DHS shall respond to the written questions no later than October 28, 2005. No verbal responses shall be considered as official.

#### 20.500 Notice of Intent

Potential Offerors shall submit a Notice of Intent to Propose to the Issuing Officer no later than October 24, 2005, 2:00 p.m. (H.S.T.). Submission of a Notice of Intent to Propose is not a prerequisite for the submission of a proposal, but it is necessary that the Issuing Officer receive the letter by this deadline to assure proper distribution of amendments, questions, and answers and other communication regarding this RFP.

Notice of Intent can be mailed or faxed to:

Ms. Patricia Murakami C/o Julie Dennis DHS/Benefit, Employment, and Support Services Office 820 Mililani Street, Suite 606 Honolulu, Hawaii 96813 Fax: (808) 586-5744

#### 20.600 Tax Liability

Work to be performed under this bid solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statues (HRS) and Chapter 238, HRS, where applicable. Both out-of-state vendors and Hawaii vendors are advised that the gross receipts derived from this bid solicitation are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate of 4%, and where applicable to tangible property

imported into the State of Hawaii for resale, subject to the ½% use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation," Publication 1 (November 1993) is included herein by reference and available in the State Procurement Office, Room 416, 1151 Punchbowl Street, Honolulu, Hawaii, upon request.

#### 20.700 Hawaii Offerors

An Offeror doing business in the State of Hawaii, as evidenced by its Hawaii general excise tax (GET) license number, is liable for Hawaii GET, currently 4%, and applicable use tax, currently, ½%, resulting from this solicitation.

#### 20.800 Out-of-State Offerors without a Hawaii GET license

Due to the scope of work under this proposal, an out-of-state Offerors not possessing a Hawaii GET license, but having "sufficient presence in Hawaii", is liable for the GET and applicable use tax.

#### 20.900 Tax-Exempt Offerors

If a Offerors is a person exempt by the HRS from paying the GET and use tax and therefore not liable for the taxes under this solicitation, Offeror shall state its tax-exempt status and cite the HRS chapter or section allowing the exemption.

#### 21.100 Tax Clearance

Pursuant to section 103D-328, HRS, the successful Offerors shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS).

To facilitate this requirement, an original or certified copy of a tax clearance certificate issued by the DOTAX and the IRS must be submitted with the Offerors's sealed offer by the due date and time.

Effective 12/1/97 tax clearance certificates are valid for a six-month (not 180 day) period beginning on the later dated DOTAX or IRS approval stamp. For example, an 8/1/98 certificate is valid through 2/1/99.

The tax clearance submitted with the sealed offer must be valid on the solicitation's legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with the offer will remain valid for the RFP award.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX Tax Clearance Application Form A-6 (rev.2003) which is available at the DOTAX, and IRS office in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information):

http://www.state.hi.us/tax/tax.html

DOTAX forms by mail: (808) 587-7572

1-800-222-7572

DOTAX forms by fax: (on Oahu) (808) 587-7272

(Outside Oahu) (808) 678-0522

Out-of-state Offerors should mail their applications to DOTAX's Oahu District Office.

Offerors is also required to submit a tax clearance certificate for final payment on the Contract.

#### 21.200 References

Offerors will list, three (3) companies or government agencies for whom services similar to those requested herein were within the last five years, or are currently being performed, include contact name and number. The State reserves the right to contact the references provided.

#### 21.300 Documentation

Offerors may review information described in the Overview section by contacting the Issuing Officer by telephone between 7:45 a.m. and 4:30 p.m. for an appointment. The documentation library contains material designed to provide the Offerors with additional and supplemental information and shall have no effect on the requirements stated in this RFP.

The documentation library maintained at the location of the issuing officer includes the following:

- 1. Organization charts and functional statements
- 2. Definition of AFDC (Aid to Families With Dependent Children)
- 3. Financial reporting requirements
- 4. Complaint, grie vance and appeal requirements
- 5. Hawaii Administrative Rules and Revised Statutes
- 6. Other pertinent data

Offerors that request copies of documentation after visiting the Documentation Library shall be provided the documents at cost. Packaging and shipping of documentation shall be the responsibility of the Offerors.

All possible efforts shall be made to ensure that the information contained in the documentation library is complete and current. However, DHS does not warrant that the information in the library is indeed complete or correct and reserves the right to amend, delete and modify the information at any time without notice to the Offerors.

#### 21.400 Rules of Procurement

To facilitate the procurement process, various rules have been established as described in the following subsections.

#### 21.410 Restriction on Communication with State Staff

In order to provide equal treatment to all Offerors, questions shall be submitted in writing and answers shall be distributed to all who requested an RFP.

#### 21.420 RFP Amendment

DHS reserves the right to amend the RFP any time prior to the closing date for the submission of the proposal. Prior to and on December 1,2005, amendment shall be sent to all potential Offerors who requested copies of the RFP.

#### 21.430 Costs of Preparing Proposal

Any costs incurred by the Offerors for the development and submittal of a proposal in response to this RFP are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii shall provide no reimbursement for such costs.

#### 21.440 Disposition of Proposals

All proposals become the property of the State of Hawaii. The successful proposal shall be incorporated into the resulting Contract and shall be public record. The State of Hawaii shall have the right to use all ideas, or adaptations to those ideas, contained in any proposal received in response to this RFP. Selection or rejection of the proposal shall not affect this right. Written requests for an explanation of rejection shall be responded to in writing within five (5) working days of receipt.

Offerors who submit technical proposals which do not meet mandatory requirements or which do not meet all the threshold requirements during the technical evaluation phase, shall have their technical and business proposals returned. The business proposal shall be returned unopened.

#### 21.450 Rules for Withdrawal or Revision of proposal.

A proposal may be withdrawn or revised at any time prior to, but not after, the deadline for receipt of proposals (December 1, 2005), provided that a request in writing executed by an Offeror or its duly authorized representative for the withdrawal or revision of such proposal is filed with DHS before the deadline for receipt of proposals. The withdrawal of a proposal shall not prejudice the right of an Offeror to submit a new proposal.

#### **21.460** Independent Price Determination

State law requires that a bid shall not be consdidered for award if the price in the bid was not arrived at independently without colllusion, consultation, communication, or agreement as to any matter relating to such prices with any other Offeror or with any competitor.

An Offeror shall include a certified statement in the proposal certifying that the bid was arrived withough any conflict of interest, as described above. Should a conflict of interest be detected at any time during the term of the Contract, the Contract shall be null and void and the Offeror shall assume all sosts of this project until such time that a new Offeror is selected.

#### 21.470 Confidentiality of Information

If an Offeror seeks to maintain the confidentiality of sections of the technical proposal, each page of the section(s) should be marked as "Proprietary" or "Confidential." Proprietary or confidential information includes, but is not limited to, business, financial information, medical records, and patient information. An explanation to DHS of how substantial competitive harm would occur if the information is released is required. DHS shall maintain the confidentiality of the information to the extent allowed by law.

#### 21.500 Acceptance of Proposals

DHS reserves the right to reject any or all proposals received or to cancel this RFP according to the best interest of the State.

DHS also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State.

Where DHS may waive minor irregularities, such waiver shall in no way modify the Contract requirements or excuse an Offeror from full compliance with the Contract specifications and other Contract requirements if the Offeror is awarded the Contract.

DHS also reserves the right to consider as acceptable only those proposals submitted in accordance with all technical requirements set forth in this RFP and which demonstrate an understanding of the requirements. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

#### 21.600 Submission of Proposals

Each qualified Offeror may submit only one proposal. More than one proposal shall not be accepted from any Offeror.

Proposals shall be submitted in two parts: technical and business proposals. The format and content of each are specified in Sections 60 and 70 respectively.

One (1) original and three (3) copies of the proposal shall be received by the DHS Issuing Officer no later than 2:00 p.m. HST, December 1, 2005. Any proposals received after December 1, 2005, 4:30 p.m., HST will be rejected and returned to the Offeror. Proposals shall be mailed or delivered to:

Ms. Patricia Murakami C/o Julie Dennis DHS/Benefit, Employment, and Support Services Office 820 Mililani Street, Suite 606 Honolulu, Hawaii 96813 Fax: (808) 586-5744

The outside cover of the package containing the Proposals shall be marked:

Hawaii DHS/RFP-BESSD- HMS-903-06-02-S Database Management and Payment Services for Oral Health (Dental) Service Providers. Technical Proposal (Name of Offeror) Any amendments to proposals shall be submitted in a manner consistent with this Section.

#### 21.700 Proposal Inspection

During the proposal evaluation and award recommendation period, proposals shall not be available for inspection.

#### **22.100 Disqualification of Offerors**

An Offeror shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- 1. Rejection for failure to cooperate of deal in good faith (Section 3-141-201, HAR).
- 2. Rejection for inadequate accounting system. (Section 3-141-202, HAR).
- 3. An Offeror's lack of proper license to cover the type of work contemplated, if required.
- 4. An Offeror's lack of responsibility and cooperation as shown by past work of services.
- 5. An Offeror who shows any noncompliance with applicable laws.
- 6. Late proposals (Section 3-143-610 (1), HAR).
- 7. Proposal not responsive (Section 3-143-610 (1), HAR)
- 8. An Offeror's lack of financial stability and viability.
- 9. An Offeror's lack of proposal bond
- 10. An Offeror's consistently substandard performance related to meeting the Benefit, Employment and Support Services Division (BESSD) requirements from previous Contracts.

#### 22.200 Irregular Proposals

Proposals shall be considered irregular and rejected for the following reasons including, but not limited to the following:

- 1. If either the proposal letter or transmittal letter is unsigned by an Offeror or does not include notarized evidence of authority of the officer submitting the proposal to submit such proposal
- 2. If the proposal shows any non-compliance with applicable law or if the proposal is incomplete, indefinite, or ambiguous as to its meaning
- 3. If an Offeror adds any provisions reserving the right to accept or reject an award, or enters into a Contract pursuant to an award, or adds provisions contrary to those in the solicitation

#### 22.300 Award Notice

A statement of findings and decision shall be provided to all aplicants by mail upon the completion of evaluation of competitive purches of service proposals.

The notice of intended Contract award, if any, shall be sent by mail to the selected Offeror on or about January 1, 2006.

The Contract award is subject to availability of funding.

Any Contract arising out of an offer is subject to the approval of the Department of Attorney General as to form and to all further approvals, including the approval of the Governor as required by statute, regulation, rule, order, or other directive.

#### **22.400 Disputes on Award of Contract**

Offerors may protest award decisions and request reevaluation of the award by the Issuing Officer by stating their positions and requesting reevaluation in writing. Refer to the process and time period outlined in HAR §3-126-3 Filing of Protest.

#### 22.500 Compliance with HRS §103D-310(c)

Offeror is advised that if awarded a Contract under this RFP, Offeror shall, upon award of the Contract, furnish proof of compliance with the following requirements of HRS §103D-310(c) and §3-122-112, HAR:

- 1. HRS Chapter 237, tax clearance;
- 2. HRS Chapter 383, unemployment insurance;
- 3. HRS Chapter 386, workers' compensation;
- 4. HRS Chapter 392, temporary disability insurance;
- 5. HRS Chapter 393, prepaid health care; and,
- 6. One of the following:

- a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
- b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

The following are the instructions for obtaining and furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements:

- 1. Department of Taxation (DOTAX) Form A-6 "Tax Clearance Application" <a href="http://www.state.hi.us/tax/alphalist.html#a">http://www.state.hi.us/tax/alphalist.html#a</a> current within six months of issuance date
- 2. Department of Labor and Industrial Relations (DLIR) Form LIR#27 "Application for Certificate of Compliance with Section 3-122-112, HAR", available at <a href="www.dlir.state.hi.us">www.dlir.state.hi.us</a>, (certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the purchasing agency), and
- 3. DCCA, BREG "Certificates of Good Standing" www.BusinessRegistrations.com,
- 4. SPO-Form-22, "Certification of Compliance for Final Payment", www.spo.hawaii.gov.

To be eligible for award, the Offeror must comply as follows:

A business entity referred to as a "Hawaii business", is registered and incorporated or organized under the laws of the State of Hawaii; Offeror shall submit a "Certificate of Good Standing" issued by the DCCA, BREG. A business entity referred to as a "compliant non-Hawaii business", is not incorporated or organized under the laws of the State of Hawaii, but is registered to do business in the State; Offeror shall submit a "Certificate of Good Standing". See above address and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" is valid for six months from date of issue and must be valid on the date it is received by the purchasing agency. Offerors are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA. Any costs are the responsibility of the Offeror.

#### SECTION 30 BACKGROUND

#### **30.100** Overview of the Service

The Benefit, Employment and Support Services Division (BESSD) administers the Temporary Assistance to Needy Families (TANF) and Temporary Assistance to Other Needy Families (TAONF) programs, formerly known as the Aid to Families With Dependent Children (AFDC) which provides financial assistance to eligible families. Those who are eligible are required to participate in FTW, UFUE, GD and SEE Programs. These activities are expected to, over time; improve their ability to obtain substantial gainful employment, working at least thirtytwo (32) hours a week. The Department has found that dental services are sometimes necessary, in order to empower individuals by improving their health and appearance thus building their self-confidence and removing poor oral health (dental) as a barrier and enabling participants to achieve their employment objectives. The Department of Human Services is currently providing Oral Health (Dental) Services to these individuals who have such barriers to employment. The Department is currently looking for a fiscal agency to provide fiscal support to the Oral Health (Dental) Service Provider.

#### 30.200 Description of the Goals of the Service

Fiscal Agency to provide database management, input claims, consolidate claim reports, and process payments, on a monthly basis, for the oral health (dental) service providers, who will be providing oral health (dental) services for participates of FTW, UFUE, GD and SEE Programs.

#### 30.300 Description of the Target Population to be Served

Adult recipients of TANF and TAONF who are participating in FTW, UFUE, GD or SEE Programs.

#### 30.400 Geographic Coverage of Service

Statewide

#### SECTION 40 SCOPE OF SERVICES

#### **40.100 General**

Fiscal agency to provide Database management and payment services for oral health (dental) service providers.

#### **40.110** General Description of Services

The Contractor selected by this procurement will be required to create and manage a database that will:

- Receive claims from the oral health (dental) service provider, designated by DHS, for payment, for adult oral (dental) health services.
- 2. Image claims in order to generate monthly payment summaries and annual 1099's.
- Input claims and generate reports including remittance advices.
   Review to insure that payments on claims for eligible adults who receive multiple services/treatments during the term of this RFP.
- 4. Monitor claims, so that they shall not exceed the maximum allowable amount of FIVE HUNDRED DOLLARS (\$500) per eligible individual per calendar year. Total amount of claims' payments shall not exceed ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,750.000), for current Contract period.
- 5. Submit claims on a monthly basis along with TANF Remittance Advice Report of services provided by oral health (dental) service providers, to DHS, for review and payment.
- 6. Receive payment vouchers from DHS for payment to oral health (dental) service providers.
- 7. Maintain monitoring system; based on a calendar year in order to ensure participants' reimbursements do not exceed the maximum amount stipulated in this Contract.
- 8. Provide the oral health (dental) service provider with weekly reports.

  Reports should contain information on; number of claims paid, clients

- name and Hawaii Automated Systems Information (HAWI) identification number, dental procedure code, description of service if service is stated on claim, and, date claim was paid, with amount and year to date per participant.
- Establish monthly tracking systems to ensure services are not duplicated, so that payments will not be issued if recipient HAWI I.D. and dates are duplicated.

#### 40.120 General Knowledge and Skill Requirements

- 1. Knowledge of the principles, practices, and theory of organization and management.
- 2. Knowledge of the methods and techniques used in financial management systems analysis.
- 3. Knowledge of the methods and techniques used to compile, analyze, and interpret financial data.
- 4. Knowledge of the principles of budget analysis and administration.
- 5. Ability to comprehend, interpret and apply the applicable laws, rules and regulations governing a program, division or department.
- 6. Ability to analyze, recommend and implement policies and procedures relative to financial matters.
- 7. Ability to present ideas and solutions clearly, concisely and effectively in oral and written form.
- 8. Ability to establish and maintain an effective working relationship with agency officials, federal government representatives, fiscal and budget personnel, program representatives, employees and subordinates.

#### Minimum Qualifications:

Applicants must have education, training, and/or experience demonstrating capability in each of the following areas.

- 1. Knowledge of the principles and practices of financial administration and financial management.
- 2. Knowledge of statistical and quantitative analysis, econometric theory.

- 3. Experience in the methods and techniques used in the analysis of fiscal management.
- 4. Knowledge State and federal law governing confidentiality of applicant and recipient information, and privacy and security of health information.
- 5. Any other federal or state laws, regulations, and DHS/BESSD policies or procedures, as necessary to perform the services described in this RFP.

#### 40.200 Offerors Tasks and Responsibilities

The Offeror shall ensure the following:

- 1. Claims will be received from the Oral Health (Dental) Service Provider for payment for adult oral (dental) health services.
- 2. Claims will be inputted and reports generated, including remittance advices.
- 3. Claims will be reviewed to insure that payments on claims for eligible adults who receive multiple services/treatments during the term of this RFP shall not exceed the maximum allowable amount of \$500 per eligible individual per calendar year.
- 4. The Total amount of claims' payments shall not exceed ONE MILLION SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,750.000) for current Contract period.
- 5. Claims will be submitted on a monthly basis along with TANF Remittance Advice Report of services provided by oral health (dental) service providers, to DHS, for review and payment
- 6. The oral health (dental) service provider will be provided with weekly reports.
- 7. DHS will be provided with quarterly reports that include; clients name, HAWI identification number, and date of service and amount paid.
- 8. Maintain an adequate level and proficiency of staffing to provide the quality and extent of services and activities required by the Contract.

- 9. Maintain Confidentiality of all material given or made available to the Offerors by virtue of this Contract. Please take note that confidentiality is defined in 24,a "General Conditions"
- 10. Comply with all applicable State and Federal Statutes or regulations regarding confidentiality.

#### SECTION 50 TERMS AND CONDITIONS

#### **50.100 General**

This RFP, any amendments, appendices, and an Offeror's proposal submitted in response to this RFP form an integral part of the Contract between an Offeror and DHS. In exchange for payment from DHS, the Offeror agrees to provide database management and fiscal services as described in this RFP. The Offeror shall perform all of the services and shall develop, produce and deliver to DHS all of the requirements described in this RFP. DHS shall make payment as described in this RFP.

In the event of a conflict between the RFP or Contract, and applicable statutes and regulations, the latter shall prevail. In the event of a conflict among the RFP documents, the order of precedence shall be as follows: (1) Contract, including all General Conditions, Special Conditions, found in Appendix (B) attachments, and addenda; (2) the RFP, including all attachments and addenda; and (3) Offeror's proposal. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. The sections of the rules and regulations cited in this RFP may change as the rules and regulations are amended. No changes shall be made to this RFP due to changes in the section numbers. The documents in the documentation library shall be changed as needed. The availability and extent of the materials in the documentation library shall have no effect on the requirements stated in this RFP.

The Contract shall be construed in accordance with the laws of the State of Hawaii.

The Offeror shall comply with all laws, ordinances, codes, rules, and regulations of the federal, state, and local governments, which in any way affect its performance under the Contract. The standard State General Conditions found in Appendix (A) shall become part of the Contract between the Offerors and the State.

The Offeror shall pay all taxes lawfully imposed upon it with respect to the Contract or any product delivered in accordance herewith. DHS makes no representations whatsoever as to the liability or exemption from liability of an Offeror to any tax imposed by any governmental entity.

The offer shall be executed by the Hawaii Department of Human Services in accordance with the Hawaii Revised Statutes, Chapter 103D, and the administrative rules promulgated hereunder.

#### **50.200** Term of the Contract

The Contract term shall begin on April 1, 2006, or upon execution of the Contract, whichever is later and shall continue through March 31, 2007.

The Contractor acknowledges that other unanticipated uncertainties may arise that may require an increase in the original scope of services from the Contractor awarded this Contract. In the event that additional services may be required, the Contractor agrees to enter into a supplemental Contract upon request by the State for the additional work. The supplemental Contract may also include an extension of the period of performance and a respective increase in the compensation.

This multi-term Contract solicitation has been deemed to be in the best interest of the State by the Director of Human Services. The Contract is for the initial period of April 1, 2006 to March 31, 2007. Unless terminated, the Contract shall be extended without the necessity of rebidding, for not more than three (3) additional 12-month period or parts thereof, upon mutual Contract in writing, at least sixty (60) days prior to expiration of the Contract, provided that the Contract price for the extended period shall remain the same or lower than the initial bid price or as adjusted in accordance with the CONTRACT PRICE ADJUSTMENT provision herein. Funds are available for only the initial term of the Contract. Funding for each fiscal period succeeding the first initial term is subject to the appropriation and availability of funds and provider performance.

The Contract will be cancelled only if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal period succeeding the initial term of the Contract; however, this does not affect either the State's rights or the Contractor's rights under any termination clause of the Contract. The State must notify the Contractor, in writing, at least sixty (60) days prior to the expiration of the Contract whether funds are available or not available for the continuation of the Contract for each succeeding Contract extension period. In the event of cancellation, as provided in this paragraph, the Offerors will be reimbursed for the unamortized, reasonably incurred, nonrecurring costs in accordance with HRS 103D-315(c) and § 3-122-149 (g), HAR.

#### 50.300 Contract Changes

Administrative and procedural changes to the Contract for the scope of the work as defined in Section 40 of this RFP shall be accomplished by written amendment. There are two types of Contract amendments.

- 1. Administrative and procedural changes shall be made utilizing a process whereby a Contract amendment is written describing the new or changed requirement, approved as to form by the Department of Attorney General, and signed by the Director of DHS and the authorized representative of the Offerors
- 2. Changes to the scope of work to be provided by a Offerors shall be negotiated by the parties and rates established. If the parties reach an Agreement, the Contract terms shall be modified accordingly by a written amendment signed by the Director of DHS and an authorized representative of the Offerors

If the parties are unable to reach an agreement within 30 days of the Offerors's receipt of a Contract change, the BESSD administrator shall make a determination as to the revised price, and the Offerors shall proceed with the work according to a schedule approved by DHS, subject to the Offerors's right to appeal the BESSD administrator's determination of the price.

#### 50.400 Inspection of Work Performed

DHS, the State Auditor of Hawaii, the U.S. Department of Health and Human Services (DHHS), the General Accounting Office (GAO), the Comptroller General of the United States, the Office of the Inspector General (OIG), and the Investigation Division of the Department of Human Services or their authorized representatives shall, during normal business hours, have the right to enter into the premises of an Offeror and/or all subOfferorss and providers, or such other places where duties under the Contract are being performed, to inspect, monitor, or otherwise evaluate the work being performed. All inspections and evaluations shall be performed in such a manner as to not unduly delay the Offerors's work.

#### 50.500 Standards of Conduct

The Offerors shall certify that the Offerors (1) has not been represented or assisted personally in the proposal nor has been represented in the procurement process by a person who has been an employee of DHS in the preceding two years and has participated in the current AFDC program operation, (2) has not been assisted or represented by a legislator or employee (as defined in Section 84-3, HRS) for a fee or other compensation to obtain the Contract, or (3) will not be assisted or represented by a legislator or employee for a fee or other compensation in

the performance of the Contract, if the legislator or employee was involved in the development or award of the Contract. The Offerors shall execute the Offerors's Standards of Conduct Declaration, a copy of which is found in Appendix (C), and which shall become part of the Contract between the Offerors and the State.

#### **50.600 Disputes**

Any controversy between the DHS and the Contractor which arises under, or by virtue of, this Contract and which is not resolved by mutual agreement shall be decided by the Director of DHS or his/her duly authorized representative who shall reduce his/her decision to writing and mail or otherwise furnish a copy to the Contractor within ninety days after written request for a final decision by certified mail, return receipt requested. The decision shall be final and conclusive unless the Offerors commences a judicial action in accordance with HRS sections 103D-703 and –711, HAR section 3-126-31. In connection with any dispute proceeding under this clause, a Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his/her dispute. The Contractor shall proceed diligently with the performance of the Contract in accordance with the disputed decision pending final resolution by a circuit court of this State.

Any legal proceedings against the State of Hawaii regarding this RFP or any resultant Contract shall be brought in a court of competent jurisdiction in the City and County of Honolulu, State of Hawaii.

#### 50.700 Offeror Accounting Records Requirements

A Contractor shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the Offeror's performance of services under this Contract.

A Contractor accounting procedures and practices shall conform to generally accepted accounting principles and the costs properly applicable to the Contract shall be readily ascertainable from the records.

#### 50.800 Confidentiality of Information

A Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosures. In addition, a Contractor agrees to guard the confidentiality of applicant and recipient information. The Contractor shall not disclose confidential information to any individual or entity without the prior written approval of the State.

#### 51.100 SubContrator/Contracts

The Contractor is allowed to enter into subcontract to the benefit of the Contractor long as the subcontractor meets all established criteria and provide the services in a manner consistent with the minimum standards specified in Contractor's Contract with the State.

All Contracts with the subcontractor shall be finalized and fully executed within 30 days of the bid award. DHS reserves the right to review any subOfferors or subcontractor RFPs or Contracts prior to the notification of award of the Contract.

All subcontracts shall require that the subcontractor agrees to comply with the confidentiality requirements imposed by this Contract, to the extent subcontractor renders services or perform functions that make such provisions applicable to such Contracts. All such Contracts shall be in writing. Certain subcontracts, including but not limited to Quality Assurance activities, must be approved by DHS prior to implementation. DHS reserves the right to inspect all subcontractor Contracts at any time during the Contract period.

No subcontract or Contract, which the Contractor enters into with respect to the performance under this Contract, shall in any way relieve a Contractor of any responsibility for any performance required of it by this Contract. The Contractor shall provide DHS immediate notice in writing by registered or certified mail of any action or suit filed against it by any subcontractor or provider, and prompt notice of any claim made against a Contractor by any subcontractor or provider which in the opinion of the Contractor may result in litigation related in any way to the Contract with the State of Hawaii. The Contractor shall designate itself as the sole point of recovery for any subcontractor or provider.

The Contractor shall notify DHS at least fifteen days prior to adding or deleting provider or subcontractor, Contracts or making any change to any provider or subcontractor Contracts that may materially affect the Contractor's ability to fulfill the terms of this Contract.

#### 51.200 Liquidated Damages

Liquidated damages will be assessed based on the General Conditions. Appendix (A)

DHS may withhold from payments to a Contractor amounts for liquidated damages until such damages are paid in full.

#### **51.300** Payment

The Contractor shall prepare an invoice monthly and shall submit an original invoice and one copy by the tenth of every month to:

Department of Human Services
Benefit, Employment and Support Services Division
Employment Child Care Program
Attn: Julie Dennis
820 Mililani St., Suite 606
Honolulu, Hawaii 96813

#### **51.400** Use of Funds

The Contractor shall not use any public funds for purposes of entertainment perquisites and shall comply with any and all conditions applicable to the public funds to be paid under this Contract, including those provisions of appropriate acts of the Legislature or by administrative rules adopted pursuant to law.

#### 51.500 Warranty of Fiscal Integrity

An Offeror warrants that it is of sufficient financial solvency to assure DHS of its ability to perform the requirements of this RFP. An Offeror shall provide sufficient financial data and information to prove its financial solvency. The Offeror hall provide the annual report for the last two years, copies of financial statements (preferably audited) including at least a balance sheet and profit and loss statement, and other evidence of the Offerors's financial status, sufficient to demonstrate the Offerors's financial ability to carry out this project. Proposals shall include proof of the Contractor's financial soundness and successful completion of other projects of a similar size and scope. All evidence under this requirement should be in sufficient detail to allow an adequate evaluation by the Department. Acceptable evidence should include but shall not be limited to:

- 1. Recent financial statements.
- 2. Recent peer reviews of completed projects of a similar size and scope.
- 3. A statement of the Offeror is other business or Contractual obligations.
- 4. A statement of the Offeror's involvement in litigation that could affect this work should be included.

#### 51.600 Employment of Department Personnel

An Offeror shall not knowingly engage any persons who are or have been employed within the past twelve months by the State of Hawaii to assist or represent the Offeror for consideration in matters, which the person participated as an employee or on matters involving official action by the State agency or subdivision, thereof, where the employee had served.

#### **51.700 Insurance**

The Contractor shall obtain, maintain, and keep in force throughout the period of the Contract general liability insurance (the "Liability Insurance") issued by an insurance company/agency authorized to do business in the State of Hawaii in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), or such lesser amount requested in writing by the Contractor and, for good cause shown, approved by the head of the purchasing agency, which approval, if any, is incorporated herein by reference, for bodily injury and property damage liability arising out of each occurrence. Prior to or upon execution of the Contract, the Contractor shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State, and its officers, employees, and agents as additional insurers under the policy for any claims arising out of the Contract. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under the Contract, the Contractor, upon renewal of the policy, shall promptly cause to be provided to the State an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the State thirty (30) calendar days' written notice of the intended cancellation.

The Contractor shall obtain, maintain, and keep in force throughout the period of the Contract automobile liability insurance issued by an insurance company authorized to do business in the State of Hawaii, or meet the requirements of section 431.8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The coverage limits shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00), each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of the Contract, the Offerors shall furnish State with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled, except upon thirty (30)-calendar days written notice to the State of Hawaii.

Contractor's employees that are required to use personally owned vehicles to carry out services specified in the Contract shall be required to have a valid driver's license and to use only vehicles with at least minimum nofault coverage required by law.

#### 51.800 Termination of the Contract

This Contract may terminate or may be terminated by DHS for any or all of the following reasons in addition to the General Conditions in Appendix (A).

- 1. In the event of the insolvency of or declaration of bankruptcy by an Contractor.
- 2. In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of DHS obligations hereunder.

Each of these is described in the following subsections.

#### 51.810 Termination for Bankruptcy or Insolvency

In the event that a Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any State relating to insolvency or the protection of the rights or creditors, DHS may, at its option, terminate this Contract. In the event DHS elects to terminate a Contract under this provision it shall do so by sending notice of termination to the Contractor by registered or certified mail, return receipt requested. The date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.

#### 51.820 Termination for Unavailability of Funds

Notwithstanding any other provision of this Contract, the parties hereto agree that the charges hereunder are payable by the DHS solely from appropriations received by DHS from the Legislature of the State of Hawaii. In the event such appropriations are determined, at the sole discretion of the Director of DHS, to no longer to exist, or to be insufficient with respect to the charges payable hereunder, this Contract shall terminate without further obligation of DHS as of that moment. In such event, the Director of DHS shall certify to an Offeror the occurrence thereof, and such certification shall be conclusive.

#### 52.100 Procedure for Termination

#### A Contractor shall:

1. Stop work under the Contract on the date and to the extent specified in the notice of termination

- 2. Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of the work under the portion of the Contract that is not terminated
- 3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination
- 4. Assign to DHS in the manner and to the extent directed by the BESSD administrator of the right, title, and interest of a Contractor under the orders or subcontracts so terminated, in which case DHS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts
- 5. With the approval of the BESSD Administrator, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontractss, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the Contract
- 6. Complete the performance of such part of the work as shall not have been terminated by the notice of the termination
- 7. Take such action as may be necessary, or as the BESSD administrator may direct, for the protection and preservation of any and all property or information related to the Contract which is in the possession of a Contractor and in which DHS has or may acquire an interest
- 8. Within 10 working days from the effective date of the termination, deliver to DHS copies of all current data files, program documentation, and other documentation and procedures used in the performance of the Contract at no cost to DHS. A Contractor agrees that DHS or its agent shall have a non-exclusive, royalty-free right to the use of any such documentation

#### **52.200** Conformance With Federal Regulations

Contractors shall agree to conform to such requirements or regulations as the DHS may issue from time to time. Authority to implement Federal requirements or regulations shall be given to a Contractor by the DHS by change order and/or Contract amendment to the extent necessary.

#### 52.300 Force Majeure

If a Contractor is prevented from performing any of its obligations hereunder in whole or in part as a result of major epidemic, act of God, war, civil disturbance, court order or any other cause beyond its control, the Contractor shall make a good faith effort to perform such obligations through its then-existing facilities and personnel; and such nonperformance shall not be grounds for termination for default.

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party.

Nothing in this section shall be construed to prevent DHS from terminating this Contract for reasons other than default during the period of events set forth above, or for default if such default occurred prior to such event.

#### **52.400** Prohibition of Gratuities

Neither a Contractor nor any person, firm or corporation employed by a Contractor in the performance of this Contract shall offer or give, directly or indirectly to any employee or agent of the State of Hawaii, any gift, money or anything of value, or any promise, obligation, or Contract for future reward or compensation at any time during the term of this Contract.

#### 52.500 Attorney's Fees

In the event that DHS should prevail in any legal action arising out of the performance or non-performance of this Contract, the Contractor shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term 'legal action' shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.

#### 52.600 Authority

Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party certifies that such person has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

#### SECTION 60 PROPOSAL

#### 60.100 Introduction

The following sections described the required content and format for the proposal. These sections are designed to ensure submission of information essential to understanding and evaluating the proposal. There is no intent to limit the content of the proposal, which may include any additional information deemed pertinent. It is essential that the Offeror provide the information in the following order separated by tabs:

- 1. Transmittal letter
- 2. Executive Summary
- 3. Company Background and experience
- 4. Project Organization and Staffing
- 5. Approach
- 6. Work Plan and Project Management
- 7. Assumptions

The Offeror must state specifically where each requirement noted above is met within the RFP.

#### 60.200 Transmittal Letter

The transmittal letter must be on official letterhead and be signed by an individual authorized to legally bind the Offeror. It shall include:

- 1. A statement indicating that the Offeror is a corporation or other legal entity. All subOfferors's shall be identified and a statement included indicating the percentage of work to be performed by the prime Offeror and each subOfferors, as measured by percentage of total RFP price
- 2. A statement that the Offeror is/will be registered to do business in Hawaii and has/will obtain a State of Hawaii General Excise Tax License by the start of work. Provide the Hawaii excise tax number (if applicable).
- 3. A statement identifying all amendments and addenda to this RFP issued by the issuing officer and received by the Offeror. If no amendments or addenda have been received, a statement to that effect should be included
- 4. A statement of affirmative action that the Offeror does not discriminate in its employment practices with regard to race, color,

- religion, creed, age, sex, national origin or mental and/or physical handicap, except as provided by law
- 5. A statement that neither cost nor pricing is included in this letter or the technical proposal
- 6. If the use of subOfferors(s) is proposed, a statement from each subOfferors must be appended to the transmittal letter signed by an individual authorized to legally bind the subOfferors and stating the general scope of work to be performed by the subOfferors(s)
- 7. A statement that no attempt has been made or will be made by the Offeror to induce any other party to submit or refrain from submitting a proposal
- 8. A statement that the person signing this proposal certifies that he/she is the person in the Offeror's organization responsible for, or authorized to make, decisions as to the prices quoted, that the offer is firm and binding, and that he/she has not participated and will not participate in any action contrary to the above conditions
- 9. A statement that the Offeror has read, understands and agrees to all provisions of this RFP
- 10. A statement that it is understood that if awarded the RFP, the Offeror's organization will deliver the goods and services meeting or exceeding the specifications in the RFP and amendments

#### **60.300** Executive Summary

The executive summary shall provide DHS with a broad understanding of the entire proposal. The executive summary shall clearly and concisely condense and highlight the contents of the proposal in such a way as to provide BESSD with a broad understanding of the Offerors's qualifications and approach to meeting the requirements of this RFP.

The executive summary chapter shall highlight the Offerors's:

- 1. Understanding of the project requirements.
- 2. Qualifications to serve as BESSD Offerors for the project.
- 3. Overall approach to the project.
- 4. Summary of the contents of the proposal.

#### 60.400 Company Background and Experience

The company background and experience section shall include for the Offeror and each subOfferors (if any): details of the background of the company, and its size and resources (gross revenues, number of employees, type of businesses), and details of company experience relevant to this RFP.

#### 60.410 Background of the Company

- 1. Provide a general description of the primary business of your organization and its client base.
- 2. Provide a brief history and current company ownership including the ultimate parent organization and major shareholders/principals. Include date incorporated or formed and corporate domicile. An out-of-state Offerors must become duly qualified to do business in the State of Hawaii before a Contract can be executed.
- 3. Ownership (public company, partnership, subsidiary, etc.), including the officers of the corporation, and the name and address of its registered agent.
- 4. The home office location and all other offices (by city and state).
- 5. The location of office from which any Contract would be administered.
- 6. The name, address, and telephone number of the Offerors's point of contact for a Contract resulting from this RFP.
- 7. The number of employees both locally and nationally.
- 8. The size of organization in assets, revenue, and people.
- 9. The areas of specialization.

#### 60.420 Company Experience

The Offeror shall document the experience, resources, qualifications, and credentials of the Offeror by demonstrated experience in projects of similar scope and size. Proposals should demonstrate that the Offeror has sufficient corporate experience and has been successful in performance of similar or relevant projects.

For each listed project, the Offeror should include, statements specifying the extent of responsibility on each described project. A description of the projects scope and the relationship to the products outlines in this RFP should be included. The project team should be clearly identifiable, time in which project was completed should be listed, and project cost.

In addition, Offerors may be asked to provide samples of the referenced work for review during the evaluation process.

#### 60.500 Project Organization and Staffing

The project organization and staffing section shall describe the Offeror's approach to organization and staffing the required level of effort to achieve the objectives of this RFP. The information should provide the State with a clear understanding of the organization, functions of key personnel and on-site personnel during start-up and on-going operations.

#### 60.510 Organization

The project organization shall include the following:

- 1. Organization chart which shows the structure of the organization and identifies the proposed staff positions to be utilized in this Contract
- 2. Responsibilities of key personnel shall be described

#### 60.520 Personnel Qualifications

Resumes shall be included for all key professional staff. Resumes shall describe the following:

- 1. Experience in projects of similar size and scope as well as any specific experience with the last five years
- 2. Where personnel have worked previously as a team in similar projects
- 3. Resume data should fully describe the individual's team responsibility and position
- 4. Education and training
- 5. Other relevant experience.

#### **60.600 Approach**

This section will provide a general description of the Offerors's approach to developing the deliverable products specified in this RFP. This discussion should identify any major issues and open policy decisions, which will affect the achievement of the overall objectives of this RFP.

#### **60.700** Work Plan

The work plan shall include:

- 1. Detailed descriptions of the major phases, tasks, and subtasks necessary to accomplish the requirements of this RFP;
- 2. Identification of the responsible party (BESSD versus the Offeror) for each major phase and task; and
- 3. Discussion of the flexibility of the work plan to meet changes in program requirements and cope with delays should they occur.

The Work Plan shall include, at a minimum, a discussion of the implementation of the following components and associated issues.

#### SECTION 70 BIDDER'S COST PROPOSAL SUMMARY STATEMENT

#### 70.100 Cost Proposal

The Offeror shall provide a cost proposal for the scope of work specified in this RFP, The offer submitted will be your best and final offer.

The cost reimbursement pricing structure reflects a purchase arrangement in which the State pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum obligation. The cost reimbursement may be subject to verification. *The cost proposal shall include the following schedule:* 

All budget forms, instructions, and samples are located on the SPO website at <a href="http://www.hawaii.gov/spo/SPO/Code/index\_html">http://www.hawaii.gov/spo/SPO/Code/index\_html</a> the following budget forms (s) shall be submitted with the Proposal Application.

1.Form SPO-H-205	Budget.
2.Form SPO-H-206 A	Personnel – Salaries & Wages
2.Form SPO-H-206 B	Budget Organization Wide
3.Form SPO-H-206 C	Travel- Inter-Island
4.Form SPO-H-206 D	Travel-Out -of-State*
5.Form SPO-H-206 E	Contractual Services Administrative-
6.Form SPO-H-206 F	Contractual Services – Subcontracts
7.Form SPO-H-206 G	Indirect Costs
8.Form SPO-H-206 H	Other Costs
9.Form SPO-H-206 I	Equipment Purchases *
10. Form SPO-H-206 J	Motor Vehicle *

st Expenditures in these categories are not allowed without justification and approval.

#### SECTION 80 PROPOSAL EVALUATION AND PRICE ANALYSIS

#### 80.100 Introduction

The department shall conduct a comprehensive, fair, and impartial evaluation of proposals received in the response to this RFP. A Proposal Review Committee will evaluate the Proposal and the Contract will be awarded points based on meeting the specific requirements of the RFP. Each criterion shall receive a score not to exceed the maximum points assigned to that criterion.

The evaluation of proposals shall be conducted in the following steps:

#### 80.200 Evaluation and Scoring

The selection criteria for the Proposal is as follows:

- 1. Merits of the Bidder and the Bidder's Proposal Detailed work plan.
- 2. Cost Proposal.

## 80.210 Step I – Merits of the Bidder and the Bidder's Proposal (100 possible points)

The Offeror shall submit its proposal in response to Section 60 of this RFP. The proposal shall address the specified topics and provide the requested information in the order in which it is prescribed. The Offeror should address each topic as fully as possible yet be concise and succinct.

The Offeror shall be assigned a score based on the Offeror's experience, the personnel assigned to the project, and the proposed approach and Work Plan. BESSD reserves the right to add, change, or delete any of the criteria.

The scoring criteria will be based on the following points:

- 1. Transmittal letter (5 points)
- 2. Executive Summary (5)
- 3. Company Background and experience (10)
- 4. Project Organization and Staffing (60)
- 5. Approach (10)
- 6. Work Plan and Project Management (10)

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## 80.220 Step I-Merits of the Bidder and the Bidder's Proposal (100 possible points)

The listing of criteria is not all-inclusive and BESSD reserves the right to add, delete, or modify any criteria.

Transmittal Letter (5 points possible)

Transmittal letter must be on an official letterhead and signed by an individual authorized to legally bind the Offeror. Letter shall include all statements as specified in Section 60.200. If transmittal letter is incomplete, no points will be awarded.

Executive Summary (5 points possible)

Does the executive summary provide a broad understanding of the proposal?

Company Background and Experience (10 points possible)

Does the proposal describe the company background and experience? Has the company demonstrated that the scope of services under this RFP can be completed by the Offeror?

Project Organization and Staffing (60 Points Possible)

Proposals will be evaluated on the basis of relevant experience and client references. BESSD reserves the right to contact previous and current clients. The experience of the subOfferorss, if applicable, will be evaluated as well. The experience of the subOfferors does not substitute for the relevant corporate experience of the Offeror. Included in this evaluation will be an assessment of past and current management experience for similar services of like projects in scope.

Proposals must demonstrate that Offeror has sufficient relevant program experience and has been successful in performing projects of similar scope to that described herein.

The competence of proposed key professionals and other employees in the project will account for all of the points. Qualifications of personnel will be evaluated according to education and experience. Resumes of all key personnel must be provided.

Approach (10 Points Possible)

The Offeror's understanding of current program structure and the extent to which each proposed component will interact with existing program elements will be evaluated. The Offeror's grasp of required or recommended changes and their implications for the TANF program will also be assessed.

The Offeror will include a logical, clear, and detailed statement of their methodology and overall organizational approach for successful completion of the project objectives. The rationale and methodology for achieving objectives will be considered as well as the Offeror's organizational approach to the project.

#### Detailed Work Plan (10 Possible Points)

The Offeror shall submit a detailed work plan for the entire project. The work plan shall be in sufficient detail, including the required items in section 60.700, to allow the State to determine that the Offeror's plan is a viable plan. The plan shall demonstrate that the Offeror will be able to achieve its objectives in a timely and efficient manner. The work plan shall be reviewed for organization, clarity, articulation of objectives, completeness, efficiency, understanding of existing program resources and use of Offeror and Department resources.

#### 80.300 Step II – Cost Proposal Review and Award

The proposal with the lowest cost proposal shall be awarded 20 points, the next lowest cost proposal shall receive 15 points, and the next lowest proposal shall receive 10 points.

#### 80.400 STEP III – Award

The Offeror with the highest combined total points in Steps I and II shall be awarded the RFP.

800.500 APPENDIX A – GENERAL CONDITIONS

**APPENDIX B – SPECIAL CONDITIONS** 

APPENDIX C - STANDARDS OF CONDUCT AND

**DECLERATION:** Are available for pick up at 820 Mililani Street, Suite 606, Honolulu, Hawaii 96813, between the hours of 7:45 a.m and 4:30 p.m (HST) or call 586-7095 to request to receive them by mail.